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RAILROADS—MAINTENANCE OF STATION—INJUNCTION.—Complainants who have purchased and improved property near a station, which the defendant railroad company now desires to abandon, pray for an injunction restraining the discontinuance of the station. There are no charter or statutory provisions requiring the company to maintain stations along their line nor have the defendants made any agreement with the complainants in respect thereto. *Held*, that the relief prayed for will not be granted. *Jacquelin et al. v. Erie Ry. Co.* (1905), — N. J. —, 61 Atl. Rep. 18.

The complainants contend (1) that each person who uses the road for the purpose of transportation has an equitable right to compel the railroad company to maintain the station; basing this claim upon the theory that by establishing the station and thereby inducing people to settle near, the company impliedly contracted to continue it. There seems to be little foundation for such a claim inasmuch as the courts have frequently refused to enforce positive contracts with individuals to continue the maintenance of stations on the ground that it was against public policy to permit railroad companies to thus limit their power of subserving public necessity and convenience. *Fla. C. & P. R. R. Co. v. State*, 31 Fla. 482, 34 Am. St. Rep. 30, 20 L. R. A. 419; *Tex. & Pac. Ry. Co. v. Marshall*, 136 U. S. 393. The remedy at law in an action for damages is adequate, and the court here properly refused to act. (2) The complainants further contend that the public have a legal right to the maintenance of the station, which the court of equity should protect. No rule of equity is better settled than that complainants are not in a position to ask for an injunction, when the right on which they found their claim is, as a matter of law, unsettled. *Citizens Coach Co. v. Camden H. R. Co.*, 29 N. J. Eq. 299; *Morris & Essex Ry. Co. v. Atty. Gen.*, 20 N. J. Eq. 530. That the courts of law, when there is no legislation on the subject, will hold it to be the duty of common carriers to maintain station at such points as the court shall determine is by no means clear. *State v. Rep. Val. Ry. Co.*, 17 Neb. 647, 24 N. W. 329, 52 Am. Rep. 424; *State ex. rel. Grinsfelder v. Spokane St. Ry. Co.*, 19 Wash. 518, 53 Pac. 719, 41 L. R. A. 515, 67 Am. St. Rep. 739. *Texas & Pac. Ry. Co. v. Marshall*, *supra*; *People v. N. Y. L. E. & W. Ry. Co.*, 104 N. Y. 58, 9 N. E. 856, 58 Am. Rep. 484.

Therefore if the legal right exists it must be enforced at law by mandamus. Nor has the court of equity power to keep the matter in statu quo pending the settlement of the legal principle, even though irreparable injury will result to the complainants ad interim. *Barber v. W. J. Title & Guar. Co.*, 53 N. J. Eq. 158, 32 Atl. 222; *People v. A. & V. R. R. Co.*, 24 N. Y. 261, 82 Am. Dec. 295. As pointed out in the present case, while the remedy at law hardly seems "adequate" if, at the time it is applied, the rights of the complainant have so suffered that there may be nothing of value left to him in the remedy, "there is, in the existing state of the law no provision for such a situation."

SALES—CONSTRUCTION OF CONTRACT—PAROL EVIDENCE OF SALE BY SAMPLE—ESTOPPEL.—Plaintiff sold a lot of beans to A, a commission house, exhibiting certain samples. The memorandum of sale made by A did not refer to the samples or mention time or place of delivery. Plaintiff shipped the beans